

WATER METER PURCHASE AGREEMENT (IFB-3037-01/JVP)

THIS AGREEMENT is made and entered into this 27th day of MARCH, 2002 by and between **BADGER METER, INC.**, duly authorized to conduct business in the State of Florida, whose mailing address is Post Office Box 245036, Milwaukee, Wisconsin 53224-9536, hereinafter called the "CONTRACTOR" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called the "COUNTY".

W I T N E S S E T H:

WHEREAS, the COUNTY desires to retain the services of a competent and qualified contractor to supply water meters and training services to Seminole County; and

WHEREAS, the COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, the CONTRACTOR is competent and qualified to provide water meters and training services to the COUNTY and desires to provide services according to the terms and conditions stated herein,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the COUNTY and the CONTRACTOR agree as follows:

SECTION 1. SERVICES. The COUNTY does hereby retain the CONTRACTOR to furnish water meters and training services as further described in the Scope of Services attached hereto as Exhibit "A" and made a part hereof. Required water meters and training services shall be specifically enumerated, described and depicted in the Purchase Orders authorizing performance of the specific task. This Agreement standing alone does not authorize the performance of any work or require the COUNTY to place any orders for work.

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by the COUNTY and shall run for a period of three (3) years and, at the sole option of COUNTY, may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until delivery and acceptance of the materials authorized by the Purchase Order. The first three (3) months of the initial terms shall be considered probationary; during that period the COUNTY may terminate this Agreement at any time, with or without cause, immediately upon written notice to the CONTRACTOR.

SECTION 3. AUTHORIZATION FOR SERVICES. Authorization for performance of services by the CONTRACTOR under this Agreement shall be in the form of written Purchase Orders issued and executed by the COUNTY and signed by the CONTRACTOR. A sample Purchase Order is attached hereto as Exhibit "B". Each Purchase Order shall describe the water meters required and shall state the dates for delivery of the water meters and the date of commencement of training services and completion of work and establish the amount and method of payment. The Purchase Orders will be issued under and shall incorporate the terms of this Agreement. The COUNTY makes no covenant or promise as to the number of available Purchase Orders nor that, the CONTRACTOR will perform any Purchase Order for the COUNTY during the life of this Agreement. The COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by the COUNTY to be in the best interest of the COUNTY to do so.

SECTION 4. TIME FOR COMPLETION. The services to be rendered by the CONTRACTOR shall be commenced, as specified in such Purchase Orders

as may be issued hereunder, and shall be completed within the time specified therein.

SECTION 5. COMPENSATION. The COUNTY agrees to compensate the CONTRACTOR for the professional services called for under this Agreement on a "Fixed Fee" basis . When a Purchase Order is issued for a "Fixed Fee Basis," then the applicable Purchase Order Fixed Fee amount shall include any and all reimbursable expenses. The amount of compensation, including reimbursable expenses, paid to the CONTRACTOR shall not exceed the sum of FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$400,000.00) per year of the term of this Agreement.

SECTION 6. PAYMENT AND BILLING.

(a) The CONTRACTOR shall perform all work and supply all materials required by the Purchase Order but, in no event, shall the CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Purchase Order.

(b) For Purchase Orders issued on a "Fixed Fee Basis," the CONTRACTOR may invoice the amount due based on the total Purchase Orders actually performed and completed; but, in no event, shall the invoice amount exceed the total purchase orders actually completed.

(c) Payments shall be made by the COUNTY to the CONTRACTOR when requested as work progresses for training services and water meters furnished, but not more than once monthly. Each Purchase Order shall be invoiced separately. CONTRACTOR shall render to COUNTY, at the close of each calendar month, an itemized invoice properly dated, describing any training services rendered or water meters delivered, the cost of the services, the name and address of the CONTRACTOR, Purchase Order Number, Contract Number and all other information required by this Agreement.

The original invoice shall be sent to:

Director of County Finance
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, Florida 32772

A duplicate copy of the invoice shall be sent to:

Public Works
520 West Lake Mary Boulevard, Suite 200
Sanford, Florida 32773

(d) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from the CONTRACTOR.

SECTION 7. GENERAL TERMS OF PAYMENT AND BILLING.

(a) Upon satisfactory completion of work required hereunder and, upon acceptance of the work by the COUNTY, the CONTRACTOR may invoice the COUNTY for the full amount of compensation provided for under the terms of this Agreement herein less any amount already paid by the COUNTY. The COUNTY shall pay the CONTRACTOR within thirty (30) days of receipt of proper invoice.

(b) The COUNTY may perform or have performed an audit of the records of the CONTRACTOR after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to the CONTRACTOR and the COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to the CONTRACTOR may be determined subsequent to an audit as provided for in subsection (b) of this Section, and the total compensation so determined shall be used to calculate final payment to the CONTRACTOR. Conduct of this audit shall not delay final payment as provided by subsection (a) of this Section.

(c) The CONTRACTOR agrees to maintain all books, documents, papers, accounting records and other evidences pertaining to work performed under this Agreement in such a manner as will readily conform

to the terms of this Agreement and to make such materials available at the CONTRACTOR's office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment, but within the period provided in paragraph (c) of this Section reveals any overpayment by the COUNTY under the terms of the Agreement, the CONTRACTOR shall refund such overpayment to the COUNTY within thirty (30) days of notice by the COUNTY.

SECTION 8. WAIVER OF RIGHTS. Neither the COUNTY's review, approval or acceptance of, nor payment for, any of the services or equipment required shall be construed to operate as a waiver of any rights under this Agreement nor of any cause of action arising out of the performance of this Agreement and the CONTRACTOR shall be and always remain liable to the COUNTY in accordance with applicable law for any and all damages to the COUNTY caused by the CONTRACTOR's negligent or wrongful performance of any of the services or equipment furnished under this Agreement.

SECTION 9. TERMINATION.

(a) The COUNTY may, by written notice to the CONTRACTOR terminate this Agreement or any Purchase Order issued hereunder, in whole or in part, at any time, either for the COUNTY's convenience or because of the failure of the CONTRACTOR to fulfill its Agreement obligations. Upon receipt of such notice, the CONTRACTOR shall immediately discontinue all services affected unless the notice directs otherwise, and deliver to the COUNTY all data, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by the CONTRACTOR in performing this Agreement, whether

completed or in process.

(b) If the termination is for the convenience of the COUNTY, the CONTRACTOR shall be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of the CONTRACTOR to fulfill its Agreement obligations, the COUNTY may take over the work and prosecute the same to completion by other Agreements or otherwise. In such case, the CONTRACTOR shall be liable to the COUNTY for all reasonable additional costs occasioned to the COUNTY thereby. The CONTRACTOR shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of the CONTRACTOR; provided, however, that the CONTRACTOR shall be responsible and liable for the actions of its subcontractors, agents, employees and persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without any fault or negligence of the CONTRACTOR.

(d) If, after notice of termination for failure to fulfill its Agreement obligations, it is determined that the CONTRACTOR had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of the COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of the COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

SECTION 10. AGREEMENT AND PURCHASE ORDER IN CONFLICT. Whenever the terms of this Agreement conflict with any Purchase Order issued pursuant to it, the Agreement shall prevail.

SECTION 11. EQUAL OPPORTUNITY EMPLOYMENT. The CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, disability, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 12. NO CONTINGENT FEES. The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for the CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bonafide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, the COUNTY shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 13. CONFLICT OF INTEREST.

(a) The CONTRACTOR agrees that it will not contract for or accept employment for the performance of any work or service with any individ-

ual, business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY.

(b) The CONTRACTOR agrees that it will neither take any action nor engage in any conduct that would cause any COUNTY employee to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.

(c) In the event that CONTRACTOR causes or in any way promotes or encourages a COUNTY officer, employee, or agent to violate Chapter 112, Florida Statutes, the COUNTY shall have the right to terminate this Agreement.

SECTION 14. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

SECTION 15. SUBCONTRACTORS. In the event that the CONTRACTOR, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, the CONTRACTOR must first secure the prior express written approval of the COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONTRACTOR shall remain fully responsible for the services of subcontractors or other professional associates.

SECTION 16. INDEMNIFICATION OF COUNTY. The CONTRACTOR agrees to hold harmless, indemnify the COUNTY, its commissioners, officers, employees, and agents against any and all claims, losses, damages or lawsuits for damages, arising from, allegedly arising from or related to

the provision of services hereunder by the CONTRACTOR.

SECTION 17. INSURANCE.

(a) GENERAL. The CONTRACTOR shall at the CONTRACTOR's own cost, procure the insurance required under this Section.

(1) The CONTRACTOR shall furnish the COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability and Commercial General Liability). The COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that the COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by the CONTRACTOR, the CONTRACTOR shall provide the COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, the CONTRACTOR shall, at the option of the COUNTY submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement.

(3) In addition to providing the Certificate of Insurance, if required by the COUNTY, the CONTRACTOR shall, within thirty (30) days after receipt of the request, provide the COUNTY with a certified copy

of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by the COUNTY nor failure to disapprove the insurance furnished by a CONTRACTOR shall relieve the CONTRACTOR of the CONTRACTOR's full responsibility for performance of any obligation including CONTRACTOR indemnification of COUNTY under this Agreement.

(b) INSURANCE COMPANY REQUIREMENTS. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies other than Workers' Compensation, must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida.. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 440.57, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, the CONTRACTOR shall, as soon as the CONTRACTOR has knowledge of any such circumstance, immediately notify the COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as

the CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to the COUNTY the CONTRACTOR shall be deemed to be in default of this Agreement.

(c) SPECIFICATIONS. Without limiting any of the other obligations or liability of the CONTRACTOR, the CONTRACTOR shall, at the CONTRACTOR's sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by the CONTRACTOR and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) The CONTRACTOR's insurance shall cover the CONTRACTOR for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. The CONTRACTOR will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both the CONTRACTOR and its subcontractors is outlined in subsection (c) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida

Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$ 500,000.00	(Each Accident)
\$1,000,000.00	(Disease-Policy Limit)
\$ 500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) The CONTRACTOR's insurance shall cover the CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by the CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

	<u>LIMITS</u>
General Aggregate	\$Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00

(3) Professional Liability Insurance. The CONTRACTOR shall carry limits of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00).

(d) COVERAGE. The insurance provided by CONTRACTOR pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by the COUNTY or the COUNTY's officials,

officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of the CONTRACTOR.

(e) OCCURRENCE BASIS. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy must either be on an occurrence basis, or, if a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) OBLIGATIONS. Compliance with the foregoing insurance requirements shall not relieve the CONTRACTOR, its employees or agents of liability from any obligation under a Section or any other portions of this Agreement.

SECTION 18. ALTERNATIVE DISPUTE RESOLUTION (ADR).

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY ADR procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY ADR procedures for proper invoice and payment disputes are set forth in Section 55.1, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement with ADR procedures set forth in Section 220.102, "Contract Claims," Seminole County Code.

(b) CONTRACTOR agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the COUNTY ADR procedures set forth in subsection (a) above of which the CONTRACTOR had knowledge and failed to present during the COUNTY ADR procedures.

(c) In the event that COUNTY ADR procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

SECTION 19. REPRESENTATIVES OF THE COUNTY AND THE CONTRACTOR.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. The COUNTY, upon request by the CONTRACTOR, shall designate in writing and shall advise the CONTRACTOR in writing of one (1) or more of its employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information and interpret and define the COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) The CONTRACTOR shall, at all times during the normal work week, designate or appoint one or more representatives of the CONTRACTOR who are authorized to act in behalf of and bind the CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep the COUNTY continually and effectively advised of such designation.

SECTION 20. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this

Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 21. MODIFICATIONS, AMENDMENTS OR ALTERATIONS. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 22. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting the CONTRACTOR (including its officers, employees, and agents) the agent, representative, or employee of the COUNTY for any purpose, or in any manner, whatsoever. The CONTRACTOR is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

SECTION 23. EMPLOYEE STATUS. Persons employed by the CONTRACTOR in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the COUNTY's officers and employees either by operation of law or by the COUNTY.

SECTION 24. SERVICES NOT PROVIDED FOR. No claim for services furnished by the CONTRACTOR not specifically provided for herein shall be honored by the COUNTY.

SECTION 25. PUBLIC RECORDS LAW. CONTRACTOR acknowledges COUNTY's obligations under Article I, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required

to comply with Article I, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

SECTION 26. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, the CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to the CONTRACTOR.

SECTION 27. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR COUNTY:

Library and Leisure Services
1101 East First Street
Sanford, Florida 32771

FOR CONTRACTOR:

Badger Meter, Inc.
P.O. Box 245036
Milwaukee, Wisconsin 53224-9536

SECTION 28. RIGHTS AT LAW RETAINED. The rights and remedies of the COUNTY, provided for under this Agreement, are in addition and

supplemental to any other rights and remedies provided by law.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date below written for execution by the COUNTY.

ATTEST:

BADGER METER, INC.

Deidre C. Elliot
DEIDRE C. ELLIOT, Secretary
(CORPORATE SEAL)

By: Richard A. Meeusen
RICHARD A. MEEUSEN, President
Date: 3-22-02

WITNESSES:

Jacques Perry
Patricia Ellis

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: Ray Hooper
RAY HOOPER, Purchasing Manager

Date: 3/27/02

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

As authorized by Section 220.14,
Purchasing Code, Seminole County
Code.

County Attorney

AC/lpk
2/19/02 3/21/02
IFB-3037

Attachments:

- Exhibit "A"- Scope of Services
- Exhibit "B"- Sample Purchase Order

EXHIBIT "A"

Badger Meter, Inc.

4545 W. Brown Deer Road
Milwaukee, Wisconsin 53223
P.O. Box 245036
Milwaukee, WI 53224-9536 (414) 355-0400



January 7, 2002

Seminole County
Purchasing Division
Seminole County Services Building
1101 E. 1st Street, Room 3208
Sanford, FL 32771-1468

Subject: Sealed Bid for Purchase of Water Meters – IFB-3037-01/JVP
Due: January 9, 2002 - 2:00 P.M.

Dear Sir or Madam:

This letter is attached to and becomes a part of our bid to furnish water meters.

Attached is technical information on Badger's Recordall® Transmitter Register (RTR®). It is designed for use with all Recordall disc, turbo and compound meters to provide output compatibility with Dialog® Close Proximity Meter Reading System, TRACE® Radio Frequency Meter Reading System and Itron® Model 50W-1 Pit ERT®. For further information please contact your local Badger Meter representative, Steve Portlance at 800-876-3837 Ext. 7015. Steve will be pleased to demonstrate our system and to discuss other customers in your area that are currently using Badger Meter systems.

Prices quoted in this bid, if awarded to Badger, will remain firm for one year if acceptance is made within ninety days.

In the event you have any questions concerning this bid, please contact Pamela Stokke-Ceci, Assistant Secretary, at the above address:

Telephone - 1-800-876-3837 Ext. 5895
Fax - 414-371-5981

PS TOKke-Ceci@badgometer.com

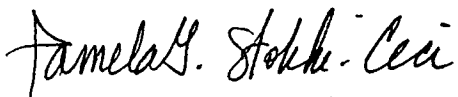
Badger Meter, Inc.

Seminole County
Sanford, FL
January 7, 2001
Page Two

Badger appreciates this opportunity to meet your metering needs.

Sincerely,

BADGER METER, INC.

A handwritten signature in cursive script that reads "Pamela G. Stokke-Ceci".

Pamela G. Stokke-Ceci
Assistant Secretary

jm

Enclosures

Badger Meter, Inc.

4545 W. Brown Deer Road
Milwaukee, Wisconsin 53223

P.O. Box 245036
Milwaukee, WI 53224-9536 (414) 355-0400

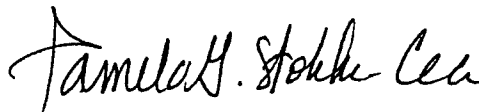


January 7, 2002

AFFIDAVIT OF COMPLIANCE

I hereby certify that the meters we propose to furnish to the Seminole County, Sanford, Florida, comply with all applicable requirements of AWWA C700-95 and these specifications.

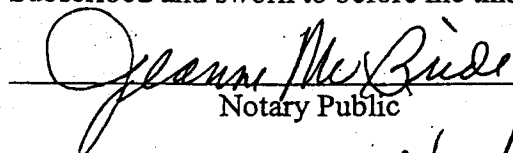
BADGER METER, INC.



Pamela G. Stokke-Ceci
Assistant Secretary

STATE OF WISCONSIN)
COUNTY OF MILWAUKEE) ss

Subscribed and sworn to before me this 7th day of January, 2002.


Notary Public

My Commission Expires: 6/26/05

January 7, 2002

REFERENCES

City of Fort Lauderdale, FL
Bill Button
954-321-1205

City of Lake Worth, FL
Mike Thew
561-586-1671

City of Melbourne, FL
Patti Cheary
321-953-6216

City of Vero Beach, FL
John Lynn
561-978-5241

City Naples, FL
Bob Middleton
941-213-4716

City of Dunedin, FL
Ray Muncy
727-298-3100

DISTRIBUTED BY
BIDNET

Submit Bid to: SEMINOLE COUNTY SERVICES BUILDING 1101 E. 1st Street, Room 3208 Sanford, Florida 32771-1468 Attn.: Purchasing	INVITATION FOR BID IFB-3037-01/JVP Term Contract for Purchase of Water Meters
Contact: Jacqui Perry, CPPB, Sr. Buyer, E-mail: jyperry@co.seminole.fl.us or Phone: (407) 665-7114	BIDDER NAME: <u>BADGER METER, INC.</u> _____ _____
Bid Due Date & Time: January 9, 2001 at 2:00 p.m.	MAILING ADDRESS: _____ P.O. Box 245036 Milwaukee, WI 53224-9536 Phone#: 800-876-3837
Location of Public Opening: County Services Building, Room 3223, 1101 E. 1st Street, Sanford, Florida 32771	

TERM CONTRACT
INVITATION FOR BID
GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

These documents constitute the complete set of terms and conditions, specification requirements, and bid forms. All bid sheets and attachments must be executed and submitted in a sealed envelope. The face of the envelope shall contain Bidder's name, return address, the date and time of bid opening, the bid number and title. Bids not submitted on the enclosed Bid Form shall be rejected. **BIDDERS SHALL SUBMIT THREE (3) COMPLETE SETS (ONE (1) ORIGINAL AND TWO (2) COPIES) OF THEIR BID, COMPLETE WITH ALL SUPPORTING DOCUMENTATION. SUBMITTAL OF A BID IN RESPONSE TO THIS INVITATION TO BID CONSTITUTES AN OFFER BY THE BIDDER.** Bids that do not comply with these requirements may be rejected at the option of the County.

RESPONDENT / RECOMMENDATION OF AWARD INFORMATION: Please visit our website at www.co.seminole.fl.us, this information is posted on the website 24 hours after bid opening

CONTACT: All prospective bidders are hereby instructed not to contact any member of the Seminole County Board of County Commissioners, County Manager, or Seminole County Staff member other than the noted contact person regarding this Invitation to Bid or their bid proposal at any time during the bid process. Any such contact shall be cause for rejection of your bid proposal.

DELAYS: The County, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the County to do so. The County will notify bidders of all changes in scheduled due dates by written addendum.

EXECUTION OF BID: Bid must contain a manual signature, in ink, of an authorized representative, who has the legal ability to bind the Bidder in contractual obligations in the space provided on the Bid Response Form. Failure to properly sign the Bid shall invalidate it, and it shall not be considered for award. Bid must be typed or legibly printed in ink. Use of erasable ink is IFB-3037/JVP

not permitted. All corrections made by Bidder to any part of the bid document must be initialed in ink. The original bid conditions and specifications cannot be changed or altered in any way. Altered bids will not be considered. Clarification of bids submitted shall be in letter form, signed by bidders and attached to the bid.

ADDENDUM: The County will record its responses to inquiries, any supplemental instructions, and/or necessary revisions to Bid Documents, in the form of a written addendum. Should revisions to the Bid Documents become necessary, the County will post a written addendum to the Purchasing Division's website (www.co.seminole.fl.us/business/purchasing). All addendum will be posted at least seven days before bid closing.

ALL BIDDERS SHOULD CHECK THE COUNTY'S WEBSITE LESS THAN SEVEN (7) CALENDAR DAYS

BEFORE THE BID OPENING DATE TO ASCERTAIN WHETHER ANY ADDENDA HAVE BEEN ISSUED. FAILURE TO DO SO COULD RESULT IN REJECTION OF THE BID AS UNRESPONSIVE.

Previous addenda are deemed received when a subsequent addendum is acknowledged. It is the Bidders' responsibility to contact the County in the event that a previous addendum is not received. Latest addendum shall be signed and returned with the bid as acknowledgment of addendum.

BIDDER INFORMATION: Bidder shall complete either the "Corporate Authority", "Joint Venture", "Sole Proprietorship", or "Partnership" portion of the Bidder Information Sheet, whichever part applies, and include with their bid submittal.

JOINT VENTURES: Bids submitted by firms under "joint venture" arrangements or other multi-party agreements must submit a power of attorney delegating authority to one principal with authority to negotiate and execute any/all contract documents resulting from negotiation/award of this Invitation to Bid. Purchase orders will only be issued to the primary vendor within the partnership.

ECONOMIC PRICE ADJUSTMENTS: The County acknowledges that prices may fluctuate from time to time. Accordingly an escalator/de-escalator clause will be accepted only under the following conditions:

1. Price increase(s) and price decrease(s) comparable to documented manufacturer's price changes or changes in industry-related indices.
2. Receipt of proper notification, to Purchasing, in writing, of all items affected by price increases/decreases.
3. Where all prices shall have remained firm a minimum of 90 calendar days after effective date of contract.
4. All price increases(s) and decreases(s) to be approved by the County's Purchasing Manager.

BID PREPARATION COSTS: Neither the COUNTY nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Invitation to Bid. Bidders should prepare their bids simply and economically, providing all information and prices as required.

TAXES: The County is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The County's exemption numbers are on the face of the purchase order. If requested, the Purchasing Manager will provide an exemption certificate to the awarded Bidder. (A copy is included as the inside back cover of the Vendor Guide.) Vendors/contractors doing business with the County shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County nor shall any Vendor/Contractor be authorized to use the County's Tax Exemption Number in securing such materials.

CERTIFICATION OF INDEPENDENT PRICE: By submission of this bid, the Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement:

1. The prices in this bid have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
 2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by
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the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor.

3. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

4. Bidder agrees that supplies/services furnished regarding this offer, if awarded, shall be covered by the most favorable commercial warranties the Bidder gives to any customer for such supplies services and that rights and remedies provided herein are in addition to and do not limit any rights offered to the County by any other provision of the bid award.

INTERPRETATIONS: All Bidders shall carefully examine the Bid Documents. Any ambiguities or inconsistencies shall be brought to the attention of the County in writing prior to the opening of Bids; failure to do so, on the part of the Bidder, will constitute an acceptance by the Bidder of any subsequent decision. Any questions concerning the intent, meaning and interpretations of the Bid Documents shall be requested in writing, and received by the County at least seven (7) calendar days prior to the Bid Opening. Inquiries shall be addressed to the attention of the Contact person as indicated on Page 1. No person is authorized to give oral interpretations of, or make oral changes to, the bid. Therefore, oral statements given before the bid opening will not be binding. Any interpretation of, or changes to, the bid will be made in the form of a written Addendum to the bid and will be furnished to all Bidders. Receipt of all addenda shall be acknowledged by the Bidders by signing and enclosing said addenda with their bid.

USE OF TRADE NAMES: Specifications used are intended to be open and non-restrictive. Any reference to brand name or number shall not be construed as Restricting to that manufacturer, but is used as a minimum standard of quality. When no reference or change is made on the bid by a Bidder, it is understood that the specific brand item named on the Bid shall be furnished by the Bidder. If bidding on other than the make, model, brand or number as shown, and offered as an equal, complete technical information, specifications manufacturer's name and catalog reference must be clearly stated on the Bid Response or attached letter. Any deviation between brand offered and brand specified must also be clearly indicated.

COMPLIANCE WITH TRADE NAME SPECIFIED: If taking exception to the trade name specified, explain in detail the differences between the equipment proposed and the equipment specified. Also explain what impact may be anticipated in performance of the equipment. These explanations must be provided on specification sheet or on company letterhead, and attached to your bid. The County will determine if exceptions are acceptable. Failure to comply may result in disqualification of your bid. All exceptions shall be stated no matter how seemingly minor. Any exceptions not taken shall be assumed by the purchaser to be included in the proposal, regardless of the cost to the bidder.

DELIVERY: Unless actual date is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order or contract in space provided. Delivery time may be a basis for making of award. Delivery shall be during the normal working hours of the user department, Monday through Friday, unless otherwise specified and incorporated into contract or purchase order document. Delivery shall be to the location specified in the bid specifications. **F.O.B. POINT:** The F.O.B. point shall be destination. Bid responses showing other than F.O.B.

Destination will not be accepted. The prices bid shall include all costs of loading, transporting, delivery and to designated point(s) within Seminole County.

INVOICING AND PAYMENT: Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this bid specification shall minimally meet the following conditions to be considered as a valid payment request:

A timely submission of a properly certified invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract or purchase order document, and be submitted to the Clerk, BCC, at the address as stipulated on the Purchase Order.

All invoices submitted shall consist of an original and one (1) copy; clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain date of delivery; original or legible copy of signed delivery receipt including both manual signature and printed name of a designated County employee or authorized agent; be clearly marked as "partial", "complete" or "final" invoice. The County will accept partial deliveries.

The invoice shall contain the Bidder's Federal Employer Identification Number (F.E.I.N.).

The County's terms are "Net 30 Days" after acceptance of goods or services and receipt of an acceptable invoice as described herein. Any discounts must be offered on the Bid Response Form.

Payment for accepted equipment, supplies, or services will be accomplished by submission of an invoice, in duplicate, to: Clerk, BCC, P.O. Drawer Q, Sanford, Florida 32772. Invoice must reflect purchase order number.

ADDITIONAL TERMS AND CONDITIONS: Unless expressly accepted by the County, only the terms and conditions in this document shall apply: No additional terms and conditions included with the bid response shall be considered. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this bid if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Bid Documents are the only conditions applicable to this bid and the Bidder's authorized signature on the Bid Response Form attests to this. Exceptions to the terms and conditions will not be accepted.

CONFLICT OF INTEREST: All Bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the County. All Bidders must disclose the name of any County employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches.

COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH: Bidder certifies that all material, equipment, etc., contained in his/her bid meets all applicable O.S.H.A. requirements. Bidder further certifies that, if he/she is the successful Bidder, and the material, equipment, etc., delivered is subsequently found to be defective in any applicable O.S.H.A. requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be borne by the Bidder.

PERMITS/LICENSES/FEES: Any permits, licenses, or fees required will be the responsibility of the Contractor, no separate or additional payment will be made. Adherence to all

applicable code regulations (Federal, State, County, and City) is the responsibility of the Contractor.

LEGAL REQUIREMENTS: Bidders are required to comply with all provisions of Federal, State, County and local laws and ordinances, rules and regulations, that are applicable to the items being bid. Lack of knowledge by the Bidder shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effect thereof.

EEO STATEMENT: The County is committed to assuring equal opportunity in the award of contracts, and, therefore complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age or sex.

MINORITY/WOMEN BUSINESS ENTERPRISES (M/WBE): M/WBE is a business entity which is owned and operated by a minority. In this instance, minority group members are citizens of the United States or lawfully admitted permanent residents who are Black, Hispanics, women, Native Americans, Asian-Pacific, Asian-Indian, and eligible others. An M/WBE wishing to participate in the County procurement process may contact the Purchasing Division for information and assistance.

DISCOUNTS: Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.

NO BID: If not submitting a bid, respond by returning only the Statement of No Bid, and give the reason in the space provided. Failure to respond three (3) times in succession without justification may be cause for removal of the Bidders name from the mailing list.

BID OPENING: Shall be public, at the above address, on the date and at the time specified above. The bid time shall be scrupulously observed. Under no circumstances shall bids delivered after the time specified be considered; such bids will be returned unopened. The County will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the Purchasing Division shall serve as the official authority to determine lateness of any bid. It is the Bidders sole responsibility to assure that his/her bid is complete and delivered at the proper time and place of the bid opening. Bids that for any reason are not so delivered will not be considered. Offers by facsimile, telegram or telephone are not acceptable. The Bidder may NOT alter a bid after opening of the bids. Only the Bidders' names and LOT by LOT Bid Totals shall be read aloud at the Public Bid Opening. Prices for each line item will not be addressed at that time.

Persons with disabilities needing assistance to participate in the Public Bid Opening should call the contact person at least 48 hours in advance of the meeting at the number provided.

MISTAKES IN BID: Bidders are expected to examine the terms and conditions, specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. **FAILURE TO DO SO WILL BE AT BIDDER'S RISK.** In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly. Written amounts shall take precedence over numerical amounts. In the event of addition errors(s), the unit price, and extension thereof, will prevail and the Bidder's total offer will be corrected accordingly. Bids having erasures or corrections must be initialed in ink by the Bidder.

DISQUALIFICATION OF BIDDER: More than one bid from an individual, firm, partnership, corporation, or association under

the same or different names will not be considered. Reasonable grounds for believing that a Bidder is involved in more than one bid submittal will be cause for rejection of all bids in which such Bidders are believed to be involved. Any or all bids will be rejected if there is reason to believe that collusion exists between Bidders. Bids in which the prices obviously are unbalanced will be subject to rejection.

BID EXTENSION: The period of time for acceptance of the bids submitted, including all terms and conditions of the Bid Documents, may be extended by mutual agreement in writing.

BASIS FOR AWARD: The award will be made to the lowest priced, responsive, responsible bidder. The bid price will be the total of the base period plus all options to extend.

RESPONSIBILITY: A Bidder must have at the time of bid opening, a manufacturing plant in operation, or be a fully authorized agent or representative of the product bid, and capable of producing or providing the items bid, and follow-up parts and service, including any warranty services as applicable, and so provide such certification upon request. The County reserves the right, before award, to require a Bidder to submit such evidence of his qualifications as it may deem necessary, and may consider any evidence available such as financial, technical, and other qualifications and abilities of the Bidder, including past performance (experience) with the County. This information will be used to determine the Bidder's responsibility.

FACILITIES: The County reserves the right to inspect the Bidder's facilities at any reasonable time, during normal working hours, to determine that Bidder has a bona fide place of business, and is a responsible Bidder.

DRUG-FREE WORKPLACE: Preference shall be given to business with Drug-Free Work Place (DFW) programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the County for the procurement of commodities or contractual services, a bid received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

POSTING OF BID AWARD: Recommendation for award will be posted for review by interested parties at the Purchasing Division prior to submission to the appropriate level of authority for final approval of award, and will remain posted for a period of five (5) working days.

PROTESTS: Any Bidder who disputes the bid selection or contract award recommendation shall file such protest according to the bid protest procedures specified in the Seminole County Purchasing Code. Failure to file a protest to the Purchasing Manager within the time prescribed in the County's Purchasing Code, shall constitute a waiver of proceedings. The Purchasing Code is available at our website (www.co.seminole.fl.us/business/purchasing).

ACCEPTANCE / REJECTION OF BIDS: Seminole County reserves the right to accept or reject any or all bids and to make the award to that Bidder, who in the opinion of the County will be in the best interest of and/or the most advantageous to the County. Seminole County also reserves the right to reject the bid of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who, in the County's opinion, is not in a position to perform properly under this

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award. Seminole County reserves the right to inspect all facilities of bidders in order to make a determination as to the foregoing. Seminole County reserves the right to waive any irregularities, informalities, and technicalities in offers received, and may, at its discretion, request a re-bid, or abandon the project/procurement in its entirety.

AWARD: As the best interest of the County may require, the right is reserved to make award(s) by individual item, group of items, "All or None", or a combination thereof; with one or more suppliers; to reject any or all bids, or waive any minor irregularity or technicality in bids received, and may, at its sole discretion, request a re-bid, or abandon the project in its entirety. Bidders are cautioned to make no assumption until the County has entered into a contract or issued a purchase order.

PUBLIC RECORDS: Upon award recommendation or ten (10) days after opening, whichever is earlier, bids become "public records" and shall be subject to public disclosure consistent with Chapter 119.07(3)(o), Florida Statutes. Bidders must invoke the exemptions to disclosure provided by law in the response to the Bid, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. Proposals may be reviewed at the County Services Building, County Commission Records Office, 2nd Floor, Room 2204.

RENEWAL OPTIONS: The contract shall be awarded with options to renew the contract for additional periods. Options for renewal will only be exercised upon mutual written agreement and with all original terms, conditions and unit prices adhered to with no deviations unless approved by Seminole County. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an amendment to this contract and such amendment shall be executed by both parties. Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners, satisfactory performance by the contractor, and a continuing requirement by the County.

CONTRACTUAL AGREEMENT: The terms, conditions, and provisions in this Invitation to Bid shall be merged into the final contract or purchase order. The order of precedence will be general law, the purchase order or contract, Invitation to Bid, and response. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of Florida. The venue shall be Seminole County, Florida.

METHOD OF ORDERING: Items/services shall be ordered via individual purchase orders, release orders, blanket purchase orders or the procurement card on an "as needed" basis for the term of the contract. Invoices must be submitted against each individual purchase order, release order, or blanket purchase order.

QUANTITIES: Seminole County will not be held to any maximum or minimum purchase quantities as a result of this solicitation and/or resulting contract. Seminole County reserves the right to purchase any, all, or none, of its requirements from vendors awarded a contract as a result of this Invitation to Bid. All quantities as shown are approximate and no guarantee is made that any materials will be purchased.

AS SPECIFIED: A purchase order or blanket purchase order will be issued to the Contractor(s) with the understanding that all items delivered must meet the specifications herein. Items

delivered not as specified will be picked up by the Bidder at no expense to the County. The County may return, for full credit, any unused items received which fail to meet the County's Performance Standards. Replacement items meeting specifications shall be submitted within a reasonable time of rejection of the non-conforming items.

At the option of the County, item(s) from any delivery may be submitted to an independent testing laboratory to determine conformity to respective specifications. Bidders shall assume full responsibility for payment of any and all charges for testing and analysis of any product offered or delivered that does not conform to the minimum required specifications.

ADJUSTMENTS / CHANGES / DEVIATIONS: No adjustments, changes or deviations shall be accepted on any item unless conditions or specifications of a bid expressly so provide. Any other adjustments, changes or deviations shall require prior written approval, and shall be binding ONLY if issued by the County's Purchasing Division. The Bidder shall bear sole responsibility for any and all costs of claims arising from any adjustments, changes or deviations not properly executed as required herein.

GOVERNMENTAL RESTRICTIONS: In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the Bidder to notify the Purchasing Division at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The County reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the County.

INSURANCE: The awarded Bidder(s) shall maintain insurance coverage reflecting at least the minimum amounts and conditions specified in the attached Sample Contract or the Special Terms and Conditions. In the event the Bidder is a governmental entity or a self-insured organization, different insurance requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Bidders insurance coverage, policies or capabilities may be grounds for rejection of the bid and rescission of any ensuing Purchase Order or contract.

INDEMNIFICATION: The Bidder, without exemption, shall indemnify and save harmless, the County, its employees and/or any of its Board Members from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Bidder. Further, if such a claim is made, or is pending, the Bidder may, at its option and expense, procure for the County the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the County agrees to return the article on request to the Bidder and receive reimbursement. If the Bidder used any design, device, or materials covered by letters, patent or copyright, it is mutually

agreed and understood, without exception, that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

ADVERTISING: In submitting a bid, Bidder agrees not to use the results therefrom as a part of any commercial advertising, without the express written approval, by the appropriate level of authority within the County.

ASSIGNMENT: Any purchase order or contract issued pursuant to this Invitation to Bid and the monies which may become due hereunder are not assignable except with the prior written approval of the County, through the Purchasing Division.

TERMINATION: If either product or service does not comply with specifications as stated herein or fails to meet the County's performance standards, the Contractor shall be given reasonable time to correct all deficiencies. Failure to remedy such deficiencies within a reasonable time shall result in immediate cancellation of the contract and (a) assessment of liquidated damages or (b) cover in accordance with the Uniform Commercial Code. Termination in this manner may result in suspension of the Contractor from the bidders list for a period of up to 3 years.

The contract may be canceled by the Contractor, for good cause, upon ninety (90) days prior written notice. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice. In the event of termination by either party as provided herein, the Contractor shall be paid for services performed through the date of termination.

PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES: All Bidders submitting a response to this Invitation to Bid agree that such response also constitutes a bid to all governmental agencies within Seminole, Brevard, Lake, Orange, Osceola, and Volusia Counties, under the same conditions, for the same contract price, and for the same effective period as this bid, should the Bidder feel it is in their best interest to do so.

Each governmental agency desiring to accept these bids, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this bid.

This agreement in no way restricts or interferes with the right of any governmental agency to re-bid any or all items.

ANY AND ALL SPECIAL TERMS AND CONDITIONS, TECHNICAL REQUIREMENTS, SCOPE OF WORK OR SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE

Special Terms & Conditions

CONTRACT TERM

The contract resulting from this Invitation to Bid shall commence upon execution by both parties and extend for a period of thirty-six (36) months. The contract may be renewed for additional two(2) 12-month periods, up to a maximum sixty (60) months upon mutual agreement of both parties.

TIME OF DELIVERY

Time of delivery is of the essence in the award of this Invitation to Bid. Delivery shall be no later than 21 days from issuance of the purchase order. Bids submitted which fail to meet this requirement shall be cause for rejection. Failure of the Contractor to meet this delivery requirement shall be cause for termination of purchase order. It is hereby understood and mutually agreed to by and between the parties hereto that the time of delivery is an essential condition of this contract.

PLACE OF DELIVERY

Consumers Water Treatment Plant
Maintenance Building
3300 Dike Rd.
Winter Park, FL 32792

INFORMATION AND DESCRIPTIVE LITERATURE

Bidders must furnish all information requested and in the space provided on the bid form, if any. Furthermore, each bidder offering an alternate other than the brand(s) specified must reference the manufacturer offered, and submit with his proposal, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements shall be subject to rejection.

EQUIVALENTS

Products similar in design and equal in function and performance may also be considered. Alternate offers must include detailed specifications and/or descriptive literature. Bidders offering equivalent items must meet the general design and style given for the "as specified" item.

NEW EQUIPMENT

All equipment must be new, of current manufacturer in production at the time of bid opening, and carry standard warranties

TECHNICAL REQUIREMENTS

SECTION I

General:

- I. Sizes: 5/8" x 3/4", 1", 1 1/2", and 2"
- II. Meters furnished under this specification shall be tamper resistant, magnetically driven, and will be of rotating disc type construction.
- III. All meters will be supplied with hermetically sealed registers with standard trail gears.
- IV. All meters proposed will be in full compliance with AWWA Standard C700 (most current revision), with particular reference to flow capacity, pressure loss, accuracy, physical dimensions, design, and materials of construction.
- V. All meters delivered under this bid will be supplied with all accessories as required under these specifications

SECTION II

Design and Material Requirements:

I. Meter Case

1. Meters shall be of the split case design and so assembled that all interior parts can be removed without disconnecting the case from the service line.
2. The main case shall be of high-grade water works bronze containing not less than 75 percent copper. They shall be sand cast and withstand a working pressure of 150 psi without leakage or seepage in the casting, or where the bottom plate bolts to the case.
3. Bottom plates shall be of the same material as the main case and also be sand cast. The bottom plate shall be held in place with brass or stainless steel bolts that thread directly into the bottom of the main case.
4. The entire meter main case bronze casting shall be manufactured within the continental United States. (imported castings will not be accepted)
5. Gaskets shall be made of a suitable material that fit into the recessed seats in the case and bottom plate. These gaskets must withstand working pressures up to 150 psi without any leaks or seepage.
6. All external nuts, bolts, washers and screws shall be made of brass or stainless steel and designed for easy removal after many years in service. (plastic shear pins or plastic plates will not be allowed)
7. All 5/8" x 3/4" and 1" shall be AWWA length. Each 5/8" x 3/4" and 1" meter will be supplied with one (1) bronze connection kit. This connection kit shall contain one (1) bronze meter coupling nut and MNPT tail piece, and two (2) gaskets. These meter connection parts shall be bulk boxed separately as coupling nuts, tail pieces and gaskets. All parts boxes shall be marked with the appropriate meter size.
8. All 1 1/2" and 2" meters shall be AWWA length, oval flanged. Each 1 1/2" and 2" meter will be supplied with two (2) bronze oval flange connection kits individually boxed. Each of these connection kits shall contain one (1) bronze companion flange, two (2) gaskets and two (2) stainless steel bolts and nuts (washers if required). Each boxed set of connection parts shall be marked with the appropriate meter size and quantities boxed.
9. The size, model and direction of flow shall cast on the main case.
10. For in-line testing purposes all 1 1/2" and 2" meters shall have tapped test plugs on the outlet neck of the meters. If a test plug is not offered, the manufacturer shall supply a bronze flanged tapped test spool piece with plug, which shall be attached to the meter at the factory with a rubber gasket and stainless steel bolts and nuts.
11. The register box and lid shall be made of bronze containing not less than 57 percent copper. The lid will be held in place with a stainless steel fastener of sufficient strength to carry the meter and hold it while being installed. (plastic register housings and rings will not be accepted) If the register housing is externally mounted, it must be held in place securely with brass or stainless steel screw that are tamper resistant and require a special tool to remove, or are secured with stainless steel seal wires to prevent tampering or unauthorized removal. (plastic screws or push-through pins will not be allowed)

II. Strainers:

1. All meters must be provided with a corrosion resistant strainer, with an effective area at least twice the bore diameter which can be easily removed from the meter for servicing and cleaning.

III. Meter Register:

1. The register shall be straight reading with six moveable numbers and shall read in US gallons.

2. The number wheels shall be at least 3/16" and readable from a 45 degree angle.
3. The meter register number wheels shall be white or black with the numbers stamped in the opposite contrasting color for ease of reading.
4. On 5/8" x 3/4" and 1" meters, each register will be provided with a test index divided into 100 equal parts which represent tenths of a gallon and each gallon from one to ten will be numbered. (i.e., 1,2,3,4,5,6,7,8,9,0)
5. On 1 1/2" and 2" meters, each register will be provided with a test index divided into 100 equal parts which represent one gallon and each 10 gallons from one to ten will be numbered. (i.e., 1,2,3,4,5,6,7,8,9,0)
6. The meter registers will be equipped with a center mounted sweep hand for testing, leak detection and low flow indication for customer service.
7. The meter register lens will be tempered / annealed glass to resist scratching and hard blows. (plastic, plate glass or glass that is cut etched or has bevel cuts will not be allowed)
8. The meter register shall be designed so water and mud cannot puddle on the reading area.
9. The meter registers shall be non-repairable and must be permanently and hermetically sealed.
10. Each meter register shall be completely interchangeable with any register of a meter of the same size and make without the use of calibration gears. (i.e., change gears will be standard for each size meter and the same for the duration of the contract)

IV. Measuring Chamber:

1. The measuring chamber shall be made of a synthetic polymer or bronze.
2. The measuring chamber shall be secured in position in the meter case in such a manner that slight distortion of the main case will not affect the accuracy of the meter and will remain easy to remove for maintenance after many years of service.
3. To remove the possibility of slippage or failure all magnetic drive spindles shall be stainless steel. (drive spindles made of plastic or other materials will not be allowed)
4. The meter chamber shall be of the nutating disc type:
 - A. The disc will be equipped with a removable thrust roller.
 - B. The disc roller, chamber partitions, slots and other components of the disc motion control mechanism shall be made of a synthetic polymer or stainless steel for long wear and so arranged that the wearing parts may be easily replaced or repaired.
5. Meter utilizing chambers of the oscillating piston type will not be allowed

V. Additional Requirements:

1. Remote Read Adaptability:
 - A. All meters supplied shall be encoder register pit adaptable for remote reading. (AWWA C-707 most recent revision)
 - B. Adaptability shall include interfacing capabilities with:
 - C. telephone dial-outbound systems,
 - D. telephone dial-inbound systems, or
 - E. proximity touch systems, or
 - F. radio systems
 - G. The vendor shall state which system(s) is (are) supported by the available encoder.
 - H. The vendor shall also furnish full system specifications and detailed literature on the proposed encoder(s).
 - I. Failure to submit the requested encoder(s) data with the bid shall constitute grounds for rejection of the bid.
2. Meter Use Differentiation:
 - A. Meters must clearly differentiate between potable water and reclaimed irrigation water. This can be accomplished by any of the following methods:
 - i) Pantone purple register and/or,
 - ii) The word "Reclaimed" written within the register and/or,
 - iii) A pantone purple lid cover of the register and/or,
 - iv) The word "Reclaimed" written on the lid cover of the register or,
 - v) Any combination there of.
3. Factory Testing:
 - A. All meters shall be factory tested. Flow rates and accuracy requirements shall be those as prescribed by AWWA C-700 as most recently revised.
 - B. The meter test results and meter serial number shall be printed on a test tag which will be attached to each new meter.
4. Meter Serialization:

- A. All meters supplied shall be provided with the serial number on the register lid as well as the top portion of the main case.
- B. All serial numbers shall reflect the year in which the meter was manufactured.

SECTION III

Bid Submittals

- I. Affidavit of compliance:
 - 1. Each manufacturer shall submit in writing that the meters being bid are in full compliance with this specification and those of AWWA C-700, most current revision.
- II. Published documentation and literature:
 - 1. Each bidder shall submit two (2) sets of the manufacturer's regular published descriptive literature. This literature must contain pressure loss charts, accuracy charts and published warranties for each model bid.
- III. Current Product Users:
 - 1. All bidders must submit with their bid, a list of six (6) current product users within the State of Florida. This list must contain the name of user organization, a contact person name, and the contact's phone number for each of the six (6).

SECTION IV

Conditions

- I. Quantities
 - 1. The following is an approximate quantity of size and types of meters to be purchased within the next twelve (12) months. Seminole County will not be held to any maximum or minimum purchase quantities as result of this solicitation and/or resulting contract. The numbers given are for uniform bidding purposes.

METER SIZE	QUANTITY OF POTABLE METERS	QUANTITY OF RECLAIMED METERS
5/8" x 3/4"	3000	100
1"	200	35
1 1/2"	25	15
2"	100	35

- II. Delivery
 - 1. Meters shall be delivered within 14 - 21 days of the release of shipment.
 - 2. All deliveries shall be between the hours of 8:00AM and 2:00PM, Monday through Friday.
 - 3. All orders shall be securely palletted, with no pallet weighing over 1400 pounds.
 - 4. All deliveries are to include a separate dated letter of transmittal with the serial numbers of all meter delivered. This letter of transmittal may be used for warranty purposes.

SECTION V

Repair and Replacement Parts:

- I. Special Tools
 - 1. Six (6) sets of any special tools required for disassembly or maintenance of the meter being supplied will be furnished at no cost to Seminole County Utilities Division.
- II. Parts
 - 1. In case of model or style meter supplied is discontinued, the manufacturer shall certify that repair parts will be available for at least ten (10) years from date of discontinuance.

SECTION VI

Junk Meters

- I. Pricing
 - 1. Bidders must indicate a junk meter price on 5/8" x 3/4", 1", 1 1/2", and 2" meters.
- II. Pick-up
 - 1. Meters will be picked up at designated locations upon request and all freight and handling charges will be the responsibility of the successful bidder.

SECTION VII

Training

- I. A representative of the manufacturer awarded the bid for water meters under this specification MUST appear at four times per year at intervals no longer than three months apart. These visits are to train

and assist personnel with the supplied products and to help with any related problems. Failure to do so will result in being eliminated from future bids.

SECTION VIII

Warranty and Evaluation

I. Warranty

1. Each bid must be accompanied by the Manufacturer's Standard published warranty.
2. Minimum 1 year warranty required.

II. Evaluation and Award:

1. All prices for meters, parts, and complete assemblies shall be firm for one (1) year. At the end of that time, the supplier may extend or adjust the prices by, but not more than, the Industrial Commodities Index, contingent upon approval by the Seminole County Utilities Division.
2. All bids will be evaluated and recommendations will be made based on the following information.
 - A. Meeting Specification Requirements
 - B. Unit Costs

BID RESPONSE FORM
TC-3037-01/JVP
FOR TERM CONTRACT FOR
THE PURCHASE OF WATER METERS

In accordance with the foregoing terms, conditions and specifications, the undersigned bidder hereby submits the following firm, fixed prices for supplying Seminole County, FOB DESTINATION, with the following:

Meter and Accessories Pricing: Badger Recordall Bronze Meters

ITEM	QUAN	U/M	DESCRIPTION	UNIT PRICE	EXTENSION
1	3000	EA	POTABLE METER w/ CONNECTION KIT- 5/8" x 3/4"	\$ 29.13	\$ 87,390.00
2	200	EA	POTABLE METER w/ CONNECTION KIT -1"	\$ 68.97	\$ 13,794.00
3	25	EA	POTABLE METER w/ CONNECTION KIT -1 1/2"	\$ 170.00	\$ 4,250.00
4	100	EA	POTABLE METER w/ CONNECTION KIT -2"	\$ 223.00	\$ 22,300.00
5	100	EA	RECLAIMED METER w/ CONNECTION KIT- 5/8" x 3/4"	\$ 34.22	\$ 3,422.00
6	35	EA	RECLAIMED METER w/ CONNECTION KIT -1"	\$ 72.10	\$ 2,523.50
7	15	EA	RECLAIMED METER w/ CONNECTION KIT -1 1/2"	\$ 179.00	\$ 2,685.00
8	35	EA	RECLAIMED METER w/ CONNECTION KIT -2"	\$ 234.00	\$ 8,190.00
9	100	EA	CONNECTION KIT- 5/8" x 3/4" ONLY 7559-018	\$ 2.95	\$ 295.00
10	25	EA	CONNECTION KIT -1" ONLY P/N 07561-023	\$ 6.95	\$ 173.75
11	15	EA	CONNECTION KIT -1 1/2" ONLY 20336-001	\$ 37.90	\$ 568.50
12	30	EA	CONNECTION KIT -2" ONLY 20336-007	\$ 37.30	\$ 1,119.00
13	5	EA	SPECIAL TOOLS SET Torx Screw Drivers	\$ N/C	\$ N/C
TOTAL					146,710.75

Credits for Junk Meters:

ITEM	QUAN	U/M	DESCRIPTION	UNIT PRICE	EXTENSION
1	100	EA	CREDIT FOR JUNK METER - 5/8" x 3/4"	\$ 2.50	\$ 250.00
2	3	EA	CREDIT FOR JUNK METER - 1"	\$ 4.00	\$ 12.00
3	2	EA	CREDIT FOR JUNK METER - 1 1/2"	\$ 10.00	\$ 20.00
4	2	EA	CREDIT FOR JUNK METER - 2"	\$ 15.00	\$ 30.00
TOTAL					312.00

WARRANTY ON SEALED REGISTERS		
METERS	YEARS	GALLONS
5/8" x 3/4"	25	
1"	25	
1 1/2"	25	
2"	25	

WARRANTY ON MAIN CASE		
METERS	YEARS	GALLONS
5/8" x 3/4"	30	
1"	30	
1 1/2"	30	
2"	30	

See Attached Warranty for Reclaimed Meters

WARRANTY ON AWWA NEW METER ACCURACY		
METERS	YEARS	GALLONS
5/8" x 3/4"	5	750,000
1"	3	1,100,000
1 1/2"	2	1,600,000
2"	2	2,100,000

WARRANTY ON AWWA REBUILT METER ACCURACY		
METERS	YEARS	GALLONS
5/8" x 3/4"	15	2,500,000
1"	15	3,250,000
1 1/2"	15	5,600,000
2"	15	10,400,000

WEAR INDICATOR NUTATION / OSCILLATION PER GALLON		
METERS	AWWA MAX	MANUFACTURER PUBLISHED
5/8" x 3/4"	58.0	49.59
1"	15.3	11.7
1 1/2"	6.7	5.97
2"	4.0	3.64

HEAD LOSS @ 20 GPM		
METERS	AWWA MAX	MANUFACTURER PUBLISHED
5/8" x 3/4"	15.0 PSI	4.9 PSI
1"	15.0 PSI	6.7 PSI
1 1/2"	15.0 PSI	7.3 PSI
2"	15.0 PSI	8.6 PSI

SAFE MAXIMUM METER FLOW CAPACITY IN GPM		
METERS	AWWA MIN	MANUFACTURER PUBLISHED
5/8" x 3/4"	20.0 GPM	25 GPM
1"	50.0 GPM	70 GPM --
1 1/2"	100.0 GPM	120 GPM
2"	160.0 GPM	170 GPM

MAXIMUM RECOMMENDED CONTINUOUS FLOW RATE IN GPM		
METERS	AWWA MIN	MANUFACTURER PUBLISHED
5/8" x 3/4"	10.0 GPM	15 GPM
1"	25.0 GPM	50 GPM
1 1/2"	50.0 GPM	80 GPM
2"	80.0 GPM	100 GPM

DELIVERY TIME		
METERS	SPECS MAX	VENDORS STATED
5/8" x 3/4"	21 DAYS	21 Days ARO*
1"	21 DAYS	21 Days ARO
1 1/2"	21 DAYS	14 Days ARO
2"	21 DAYS	21 Days ARO

PARTS AND SERVICE AVAILABILITY

Response time for parts after notification:	7	Days
Nearest parts facility to Seminole County:	Milwaukee, WI	
Number of years parts available for specific equipment:	25 Years	
Response time for service after notification:	N/A	Days

Bidder (Company) Name: BADGER METER, INC.	F. E. I. N. or SS Number: 39-0143280
Mailing Address: P. O. Box 245036	Street Address: 4545 W. Brown Deer Rd.
City, State, Zip: Milwaukee, WI 53224-9536	City, State, Zip: Milwaukee, WI 53223-2479
Type of Entity: (Circle one) <input checked="" type="radio"/> Corporation Partnership Proprietorship Joint Venture	<p>I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Bidder.</p> <p><i>x Pamela G. Stokke-Ceci</i> Authorized Signature (Manual)</p>
Incorporated in the State of: Wisconsin Year: 1905	
Telephone Number: (414) 355-0400	Typed or Printed Name: Pamela G. Stokke-Ceci
Toll Free Telephone Number: (800) 876-3837	Title: Assistant Secretary
Fax Number: (414) 371-5981	See Pg 13 Delivery in 13 days, ARO N/A % Payment Terms: Net 30 Days
F.O.B.: DESTINATION	Bid Security is attached, when required, in the amount of: \$

Bids may not be withdrawn for a period of 90 days after bid opening. All items bid must be in compliance with the stated specifications. Any Bidder taking exception shall indicate those exceptions on company letterhead and attach to their bid.

Any questions regarding this bid should be addressed to Jacqui Perry, Sr. Buyer, (407) 665- 7114 or sent by facsimile transmission to (407) 665-7956.

This Form Must Be Completed and Returned with your Submittal.

BIDDER INFORMATION

Bidder shall complete either the "Corporate Authority," "Proprietorship," "Partnership Information" or, "Joint Venture Information" portion of the Bidder Information Sheet, whichever part applies, and include with their bid submittal.

CORPORATE AUTHORITY		
CONTRACTING OFFICER	TITLE	OFFICER'S FULL LEGAL NAME
	President	SEE ATTACHED LISTING
	Vice-President	
	Secretary	
	Treasurer	

PROPRIETORSHIP	
Proprietor:	

Indicate with an asterisk (*) in the first column, which officer will sign the resulting contract. If other than the President, include a copy of the corporate resolution which gives express authority for execution of the specific bid and contract documents. Each bidder must assure that the officer information provided is in accord with the bidder's corporate registration supplied to the Secretary of State.

PARTNERSHIP INFORMATION		
Partner: Full	Limited	
Partner: Full	Limited	
Partner: Full	Limited	

If your firm is a partnership, indicate for each partner whether he/she is a full or limited partner by CIRCLING either "full" or "limited". Managing partners with authority to bind the partnership should be identified.

JOINT VENTURE INFORMATION			
<div style="text-align: right; font-weight: bold; margin-bottom: 10px;">Firm #1</div> Firm Name: _____ Address: _____ City/State/Zip: _____ Telephone: _____ Fax Number: _____ Toll Free Phone: _____ President: _____ Other Corporate Authority (signatory) _____	<div style="text-align: right; font-weight: bold; margin-bottom: 10px;">Firm #2</div> Firm Name: _____ Address: _____ City/State/Zip: _____ Telephone: _____ Fax Number: _____ Toll Free Phone: _____ President: _____ Other Corporate Authority (signatory) _____		
<div style="text-align: right; font-weight: bold; margin-bottom: 10px;">Firm #3</div> Firm Name: _____ Address: _____ City/State/Zip: _____ Telephone: _____ Fax Number: _____ Toll Free Phone: _____ President: _____ Other Corporate Authority (signatory) _____	<div style="text-align: right; font-weight: bold; margin-bottom: 10px;">Firm #4</div> Firm Name: _____ Address: _____ City/State/Zip: _____ Telephone: _____ Fax Number: _____ Toll Free Phone: _____ President: _____ Other Corporate Authority (signatory) _____		

This Form Must Be Completed and Returned with your Submittal, if applicable

FLORIDA SALES: 69-11-033995-53C
FEDERAL SALES/USE: 59-74-0013K

EXHIBIT "B"
Seminole County, Florida
PURCHASE ORDER

NOTE: ALL PACKING SLIPS, INVOICES & CORRESPONDENCE
MUST REFERENCE THIS PURCHASE ORDER NUMBER.

TYPE OF ORDER
ORDER DATE
REQ. NUMBER
BUYER
C.D. NUMBER
VENDOR NUMBER
DEPT/DIV COST CENTER
PROJECT NUMBER

FOR INQUIRIES REGARDING THIS ORDER, CONTACT:
FISCAL SERVICES DEPARTMENT - PURCHASING DIVISION
1101 E. 1st STREET - COUNTY SERVICES BLDG. - RM. #3208
SANFORD, FLORIDA 32771
PHONE: (407) 665-7116 / FAX: (407) 665-7956

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VENDOR PHONE #

TERMS

NO. OF CALENDAR DAYS FOR DELIVERY A.R.O.

WARRANTY

ITEM #	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
S					

REQUESTING
DEPT/DIV

CONTACT
PERSON

TOTAL AMOUNT \$

ALL SHIPMENTS ARE CONSIDERED TO BE PREPAID, F.O.B. DESTINATION, INSIDE DELIVERY, UNLESS OTHERWISE AGREED UPON PRIOR TO SHIPMENT AND SO INDICATED ABOVE.
C.O.D. SHIPMENTS CANNOT BE ACCEPTED. THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.

SUBMIT ALL INVOICES IN DUPLICATE TO:

CLERK - B.C.C. FINANCE DIVISION

POST OFFICE BOX 8080

SANFORD, FL 32772-0869

Accts. Payable Inquiries - Phone (407) 665-7681

VENDOR

PURCHASING DIVISION - AUTHORIZED SIGNATURE

for: SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS